

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 1999-382-C - ORDER NO. 2000-653
AUGUST 14, 2000

IN RE: Staff Petition for a Rule to Show Cause as to) ORDER
Why the Certificate of Public Convenience) APPROVING
and Necessity of America's Tele-Network,) PROPOSED
Corp. Should Not Be Revoked.) SETTLEMENT

This matter comes before the Public Service Commission of South Carolina (the Commission) on two matters related to America's Tele-Network, Inc. Corp. (ATN or the Company). First, the Company requests a general extension of time in which to prefile its testimony and exhibits similar to the one granted by us to the Commission Staff. We grant the extension.

Second, however, the Commission Staff proposes a settlement agreement with regard to the Rule to Show Cause. We are aware that some 136 complaints of "slamming" against this Company were lodged with our Consumer Services Department. We are also aware, however, that, under normal circumstances, it would be necessary for this Commission to file an action in the Circuit Court in the name of the State to obtain any monetary penalties from ATN.

We would note that ATN was issued a Certificate of Public Convenience and Necessity by this Commission, authorizing it as a reseller of telecommunications services in South Carolina pursuant to Docket No. 97-710-C. Further, alternative regulation was granted under Docket No. 98-238-C. Approximately, one year ago, complaints about slamming began to come in from

claiming to be working for AT&T or BellSouth. Allegedly, the consumer would be told that the Company had a refund check for them, and just wanted some “information.” The end result was that the consumer was slammed. We will not tolerate this type of behavior towards the consumers of this State. The only reason that we are willing to consider a proposed settlement in the matter is because, even though the Company does not admit wrongdoing, we now believe that the Company has made a reasonable attempt to approach all complaining consumers with refunds and/or bill credits of all monies obtained by the Company, and has agreed to other appropriate terms of relief.

Besides refunding or crediting monies to consumers, ATN has agreed to pay to the Commission on behalf of the State of South Carolina the sum of fifty thousand (\$50,000) dollars. ATN has agreed to pay this sum within fifteen (15) days after both parties have signed the written agreement. Further, ATN agrees to voluntarily suspend telemarketing in South Carolina for a period of 180 days after the agreement is approved by the Commission. In addition, ATN agrees to work with this Commission and the Staff to develop telemarketing scripts for use upon its reentry into the South Carolina market. ATN will also provide training materials to its telemarketers soliciting South Carolina consumers regarding our Commission rules and applicable South Carolina statutes prohibiting the unlawful switching of long distance carriers without proper authorization and the consequences for non-compliance. The agreement also provides that ATN agrees to work with the Commission to develop third party verification procedures for use upon ATN’s reentry into the South Carolina market, and will work with us to develop procedures for handling consumer complaints, those procedures to be used by ATN upon its reentry into the South Carolina market. Finally, the Company agrees to work with the Commission to resolve any pending complaints involving ATN. We understand that this

proposal is somewhat similar to a settlement agreement reached between ATN and the State of Indiana. We hold that the terms of the Settlement Agreement are reasonable, and in the public interest. We particularly approve of the Company's willingness to work with this Commission and its Staff with regard to its procedures upon reentry after the 180 day suspension date, which shall commence upon Company's counsel's receipt of this Order.

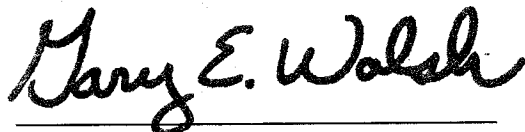
In any event, we approve the Settlement Agreement, authorize Commission counsel to execute it, and dismiss the Rule to Show Cause at this time. However, should the Company breach the agreement in any fashion, Staff may move to reopen the Rule to Show Cause, based on the breach, and may apply to this Commission for any relief that it deems appropriate, which we will consider, subject to this Commission's regulations and the general law of South Carolina.

This Order shall remain in full force and effect until further Order of the Commission.

BY ORDER OF THE COMMISSION:


Chairman

ATTEST:


Executive Director

(SEAL)